

**Remarks**

Claims 9, 12 and 19 have been amended. No claims have been added or canceled. Hence, claims 1 – 20 are pending in the application.

Claim 12 is rejected under 35 USC 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 1 – 20 are rejected under 35 USC 102(e) as being anticipated by U.S. Reissue Patent RE38,598, herein Frese.

**Rejection of Claim 12 under 35 USC 112**

Claim 12 is rejected as being indefinite because it lacked a period at the end. "The examiner's focus during examination of claims for compliance with the requirement for definiteness of 35 U.S.C.112, second paragraph, is whether the claim meets the threshold requirements of clarity and precision.... The essential inquiry pertaining to this requirement is whether the claims set out and circumscribe a particular subject matter with a reasonable degree of clarity and particularity." (MPEP 2173.02)

The lack of period at the end of claim 12 is an obvious grammatical error with an obvious grammatical correction. One of ordinary skill in the art would ascertain, with reasonable clarity and particularity, the beginning and end of claim 12, despite the lack of the period. The Office Action itself implicitly recognized the end of claim 12 by recognizing an end without a period. The lack of a period did not render claim 12, before amendment, indefinite, as has been alleged.

Claim 12 has been amended, not to render it patentable, and particular, not to render it in compliance with 35 USC 112, but to simply fix an obvious grammatical error. Removal of the rejection is respectfully requested.

**Rejection of Claims 1 and 11**

Claims 1 and 11, recite:

a first party hosting a plurality of components in a first hosted environment;  
receiving over a network a request to install said plurality of components into a  
second hosted environment accessible to a second party over the network;  
and  
in response to receiving said request to install, performing one or more steps that  
include installing said plurality of components into said first hosted  
environment in a manner that allows said second party to execute said  
plurality of components over said network.

Claims 1 and 11 require "receiving over a network a request to install said plurality of components", and "in response to receiving said request to install", installing said plurality of components in a manner that allows said second party to execute said plurality of components." In other words, claims 1 and 11 require receiving a request over a network to install components, and in response, installing components in a way that allows a party to execute the component over a network. This feature is not disclosed much less suggested by the cited art.

A. The crux of Frese

Claims 1 and 11 have been rejected as being anticipated by Frese. Therefore, a description of Frese is helpful.

Frese describes a system for "remotely controlling an application program over a network. The system includes a remote display module (RDM) executed on a user's computer, a remote control service publisher (RCSP) server which selects and transports a remote display module in response to a user request for an application program, and a

remote application server (RAS), which selects and activates an application program in response to a request for activation of an application program from the remote display module.

Specifically, Frese describes a "method for the remote control of an application program.... The method begins by the presentation of a document describing an application program to a browser at a user's system (Block 100). In response to a user's request for activation of an application program, RCSP 12 selects a RDM 18 .... The selected RDM 18 is transported across the network to the browser ... and browser 30 launches RDM 18 to establish communication with local resource interface 32. RAS 20 also launches the requested application program 22 .... The computer executing the requested application program and user system 16 may now communicate over network 14 with one another." (col. 13, lines 47 – 63) Thus, Frese describes a system that allows a user to remotely launch and interact with an application over a network.

B. Frese fails to disclose receiving a request over a network to install components, and in response, installing the components in a way that allows a party to execute the components over a network.

Clearly, Frese describes a user remotely activating or launching an application, and thus appears to teach that that an application is installed in a way that allows a party to execute the component over a network. Frese, however, does not disclose or suggest in anyway that the user may remotely request the installation of the application and in response, installing the application at a place where the user may execute the application over a network.

Apparently, the Office Action has based the rejection by correlating either activating or launching to installing, and then following through with this correlation by

then correlating a user request for activation of an application program to a request to install components as claimed (see page 3, Office Action, second column, first paragraph) and correlating launching an application program to installing the components as claimed (see page 3, Office Action, second column, second paragraph). However, the correlation of activating and launching to installing is an unreasonable interpretation of the term install.

MPEP states the following about claim interpretation.

**" CLAIMS MUST BE GIVEN THEIR BROADEST REASONABLE INTERPRETATION**

During patent examination, the pending claims must be "given \*>their<broadest reasonable interpretation consistent with the specification." >>*In re Hyatt* , 211 F.3d 1367,1372,54 USPQ2d 1664,1667 (Fed.Cir.2000)" (MPEP 2111)

"The broadest reasonable interpretation of the claims must also be consistent with the interpretation that those skilled in the art would reach. *In re Cortright* , 165 F.3d 1353,1359,49 USPQ2d 1464,1468 (Fed.Cir.1999)" (id.)

An interpretation of install that equates it with activating or launching is not consistent with an interpretation that those skilled in the art would reach.

Those skilled in the art would interpret activate or launch to mean to start an application. Webopedia.com, for example, defines launch as "To start a program." Dictionary.com defines activate to mean "To set in motion; make active or more active."

On the other hand, one skilled in the art interprets the term install to mean something different than to start a program. One skilled in the art interprets install to mean "to place a component in computer system where it may be executed." In fact, the Dictionary of Computing (4<sup>th</sup> edition, Oxford University Press) defines install to "Take software ... and place it a in permanent location where it may be executed..."

Thus, one skilled in the art interprets activate or launch as having a very a different meaning than install. Even Frese uses the terms launch and active to describe an operation that is different and distinct from installing. For example, Frese states the "consumer may become so frustrated during the **installation** procedure that he simply postpones the **activation** of the program and there is no way of ensuring the consumer later **activates** the program for the demonstration." (emphasis added, col. lines 3 – 6)

Not only do activate and launch completely differ in meaning from install, neither set of terms subsume the other. One skilled in the art knows that the act of installing can be performed without performing the act of activating or launching, and vice versa.

You can activate or launch a browser on the your computer now. Have you also just installed it? Obviously, the answer is no.

Based on the foregoing, equating launch and activation to install is an interpretation of install that is inconsistent with that those skilled in the art would reach. Therefore, activating and launching cannot be correlated with installing, a user request for activation cannot be correlated to a request to install, and launching an application cannot be correlated to installing components, as claimed. Because these correlations are invalid, Frese cannot possibly disclose or suggest in any way all the limitations of claims 1 and 11. Claims 1 and 11 are allowable, reconsideration and allowance of claims 1 and 11 is respectfully requested.

#### **Claim 2 and 12**

Claims 2 and 12, recite:

installing said plurality of components includes creating database objects in a database server that is to store data that will be used during execution of said plurality of components.

Claims 2 and 12 require that installing a plurality of components include creating database objects in a database server. This feature is not disclosed much less suggested by the cited art.

The Office Action cites col. 4, lines 59 – 67 as disclosing this feature. The excerpt is reproduced below.

"The application interception module (AIM) monitors the system calls made by the application program to the local resource interface of the first computer. The local resource interface directs the output of the application program to local resources, such as a video display card or sound card, so the program communicates with a user. The AIM intercepts the system calls of the application program to the local resource interface and provides the application program with data from the local resource interface of a remote computer."

The above excerpt describes an application interception module that redirects data between a local resource interface and an application program. No where does the excerpt disclose a database server, much less disclose creating a database object in a database server. Even more, no where does Frese disclose or suggest in anyway a database server, much less describe creating a database object in a database server. No where does the Office Action identify an entity or action in Frese that is a database server or is the act of creating a database object in a database server.

Based on the foregoing, Frese fails to disclose all the features of claims 2 and 12. Claims 2 and 12 are patentable and reconsideration and allowance is respectfully requested.

**Claims 7 and 17**

Claims 7 and 17 recite:

wherein the one or more steps further include said second party  
interacting with a development tool over said network to  
develop said plurality of components.

The Office Action has alleged that "interacting with a development tool over said network to develop said plurality of components" has been disclosed by the user events described in col. 13, lines 14 – 22, which is reproduced below.

"Reply remote control protocol messages may be of five types--user input events, device characteristics, device errors, display model errors, and attribute status replies. Most user input events from RDM 18 are capable of direct mapping to a corresponding event in the logical display model for AIM 24. Events not supported by AIM 24 are ignored. PTOM 26 may process user events to prevent security breaches in the computer executing application program 22."

The above excerpt describes how some messages from the remote display module are user input events. Even assuming the user input events may represent interaction with a remote application program, no where does the excerpt disclose or suggest in any way that the user input events represent an interaction with an application that is a software development tool, as claimed. Furthermore, no where does Frese disclose or suggest in any way that the user input events represent an interaction with an application that is a software development tool, as claimed.

Based on the foregoing, Frese fails to disclose all the features of claims 7 and 11. Claims 7 and 11 are patentable and reconsideration and allowance is respectfully.

**Claims 9 and 19**

Claims 9 and 19 require receiving over a network a request to install a plurality of components into a hosted environment accessible by a first party over a network, and in response, installing the plurality of components into a first hosted environment, where

installing includes creating database objects in a database server. For reasons similar to those given with respect to claims 1, 2, 11, and 12, Frese fails to disclose such features. Claims 9 and 19 are patentable. Reconsideration and allowance of claims 9 and 19 is respectfully requested.

#### **Remaining Pending Claims**

The pending claims not discussed so far are dependant claims that depend on an independent claim that is discussed above. Because each of the dependant claims include the limitations of claims upon which they depend, the dependant claims are patentable for at least those reasons the claims upon which the dependant claims depend are patentable. Removal of the rejections with respect to the dependant claims and allowance of the dependant claims is respectfully requested. In addition, the dependent claims introduce additional limitations that independently render them patentable. Due to the fundamental difference already identified, a separate discussion of those limitations is not included at this time.

For the reasons set forth above, Applicant respectfully submits that all pending claims are patentable over the art of record, including the art cited but not applied. Accordingly, allowance of all claims is hereby respectfully solicited.



The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

Respectfully submitted,

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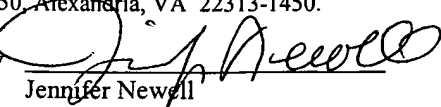
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by

  
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